



OFFICE OF PUBLIC INSTRUCTION

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Linda McCulloch
Superintendent

Contract and Service Agreement Between

Company Name
Address
Social Security Number/Federal Identification Number
Name of Contact
AND
School District
Address

Provision of Supplemental Education Services for

_____ students of the district.

This agreement is made as of _____ (date), between _____,
a(n) _____ (insert state name) _____
(corporation, partnership, individual) with offices (insert city and state names), hereafter referred
to as "Provider", and _____, (school district), hereafter
referred to as "District", located in _____, MT.

Recitals:

1. Provider has developed, in collaboration with the district, educational subject matter, systems, organizational models, curricula, materials, guidelines, tests, and/or programs.
2. Provider has applied to and been approved by the Montana Office of Public Instruction, and it is authorized to provide supplemental educational services to students in the district.
3. District will use Provider to provide supplemental educational services to students whose parents have requested this instruction.

Agreement:

Now, therefore, in consideration of the premises, covenants, and agreements set out below, Provider and District agree as follows:

1. **Engagement**-District hereby engages and retains Provider, who agrees to serve as a supplemental educational services provider in connection with the instructional design and delivery of supplemental educational services for the student(s) listed above.

"It is the mission of the Office of Public Instruction to improve teaching and learning through communication, collaboration, advocacy, and accountability to those we serve."

2. **Term**-The term of Agreement shall be from the date of execution of the Agreement until the objectives set forth in the individual student plan(s) have been achieved or the amount available for such services is expended or upon expiration of one school year. In no case shall the term exceed one year.

3. **Provider Obligations** will include

- a. Consultation with the district, design and implementation of supplemental educational services to identified students including materials related thereto. Such services shall promote student learning as measured by students' increased academic performance as measured by standardized testing, including but not limited to, the MontCAS, ITBS, or other agreed upon testing measure listed below:

- i. _____
ii. _____
iii. _____

Such instruction and testing will take place outside of the regular school day.

- b. Provide parents of children receiving supplemental educational services information on the progress of the children in increasing achievement, in a format and, to the extent practicable, a language that such parents can understand.
c. Determine with assistance of district and _____ (specific schools) specific areas of instruction and organization of instruction and materials.
d. Ensure instruction provided and content used are consistent with that of the district and with the state of Montana's learning requirements.
e. Meet all applicable Federal, State, and local health, safety, and civil rights laws.
f. Ensure all instruction and content areas are secular, neutral, and nonideological.

4. **District's Obligations**-District will participated and cooperate as follows:

- a. Consult with Provider and Permit Provider an opportunity to determine impact on student performance and make recommendations to District in connection with individual student progress and performance.
b. Budget funds and authorize payment of agreed to expenses to Provider.
c. Pay within 30 days from the date of invoice submitted by Provider which is consistent with this Agreement. Total hourly payment may not exceed \$_____ per student.

5. **Mutual Obligations**-Both the Provider and District agree to:

- a. Confer and agree to the content of any official announcements regarding this contract, its contents, objectives, and results.
b. Promptly inform the other party of any issues and problems that may arise during the development and implementation of services.
c. Grant permission to the other party upon reasonable request to share information regarding the services provided with other school districts, potential clients, and other organizations affiliated with or in discussion wit the requesting party,

consistent with the confidentiality provisions of the Family Educational Rights and Privacy Act.

6. **Termination for Convenience**-Except as otherwise provided in this contract, the district may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Provider as of midnight the second day of the mailing in the absence of proof of actual delivery and receipt by the Provider. If this contract is so terminated, the District shall be liable only for payment required under the terms for services rendered or goods delivered prior to the effective date of termination.

Provider may request termination after giving ten (10) days written notice to the District. Prior to termination, Provider will provide a report containing information on the progress of the child to the District and parents. Upon receipt of said report, District will promptly make payment and the parties shall have no further obligations under this Agreement.

Superintendent_____ **Date**_____

Provider_____ **Date**_____ - _____

Approved as to from:

Attorney for District_____ **Date**_____ - _____